

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CFS Administrative Agency Canada Corporation		08/27/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Allen-Vanguard Corporation
Street Address:	5459 Canotek Road
City:	Ottawa
State/Country:	CALIFORNIA
Postal Code:	K2J 9M3
Entity Type:	CORPORATION: CANADA

Name:	Vanguard Response Systems (UK) Limited
Street Address:	Ashchurch Business Centre
Internal Address:	Allen House, Alexandra Way
City:	Tewkesbury
State/Country:	UNITED KINGDOM
Entity Type:	COMPANY: UNITED KINGDOM

Name:	PW Allen Holdings Limited
Street Address:	Ashchurch Business Centre
Internal Address:	Allen House, Alexandra Way
City:	Tewkesbury
State/Country:	UNITED KINGDOM
Entity Type:	COMPANY: UNITED KINGDOM

Name:	Allen-Vanguard Limited
Street Address:	Ashchurch Business Centre
Internal Address:	Allen House, Alexandra Way
City:	Tewkesbury

State/Country:	UNKNOWN
Entity Type:	COMPANY: UNITED KINGDOM

Name:	Hazard Management Solutions Ltd.
Street Address:	Ashchurch Business Centre
Internal Address:	Allen House, Alexandra Way
City:	Tewkesbury
State/Country:	UNITED KINGDOM
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3671374	SWATBOT

**CORRESPONDENCE DATA**

Fax Number: 2123140056  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Email: trademarks@dechert.com  
 Correspondent Name: Jacob Bishop  
 Address Line 1: Dechert LLP  
 Address Line 2: 1095 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 128542

**DOMESTIC REPRESENTATIVE**

Name: Jacob Bishop  
 Address Line 1: Dechert LLP  
 Address Line 2: 1095 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Jacob Bishop

Signature: /Jacob Bishop/

Date: 08/30/2013

Total Attachments: 12  
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## Consent

This Consent (the "Consent"), dated as of August 27, 2013, is by and among Allen-Vanguard Corporation, an Ontario corporation ("Borrower"), each subsidiary or affiliate of the Borrower listed as a guarantor on the signature pages to the Credit Agreement referred to below (the "Guarantors"), CFS Administrative Agency Canada Corp., as Administrative Agent (the "Administrative Agent") and the Majority Lenders (the "Majority Lenders").

**WHEREAS**, the Borrower, the Guarantors, the Administrative Agent, the Majority Lenders and the other lenders from time to time party thereto are party to a Third Amended and Restated Credit Agreement, dated as of March 22, 2013 (as amended, restated or otherwise modified, the "Credit Agreement"; capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Credit Agreement);

**WHEREAS**, pursuant to the Asset Sale Agreement to be dated on or around the date of this Agreement (the "Asset Sale Agreement"), Borrower agrees to sell and transfer (such sale and transfer, the "Sale") to ICP NewTech Ltd, a company incorporated in Ireland, certain assets described in the Asset Sale Agreement (the "Transferred Assets");

**WHEREAS**, pursuant to Sections 6.02(5) and 6.02(6) of the Credit Agreement, the consent of the Majority Lenders is required in order for the Borrowers to consummate the Sale;

**WHEREAS**, the Borrower has requested that the Majority Lenders consent to the Sale and the Majority Lenders have agreed to consent to the Sale on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. (a) The Borrower and each of the Guarantors represents and warrants to the Administrative Agent and the Lenders that after giving effect to the consent granted hereby, no Default or Event of Default exists and is continuing or would result from the Sale or the transactions contemplated by the Asset Purchase Agreement.
- (b) Based on the representations and warranties provided in paragraph 1(a) above, the Administrative Agent and the Majority Lenders hereby consent to the Sale.
- (c) In accordance with Section 16.03 of the Credit Agreement the Encumbrances granted under the Security Documents on the Transferred Assets are hereby released. The Administrative Agent (1) at the expense of the Borrower, hereby agrees to execute and deliver all such documents as any Loan Party may reasonably request to evidence the foregoing release and (2) authorizes the Borrower or its designee to file any UCC-3

termination statements or similar documents and filings to evidence the release of such Encumbrances.

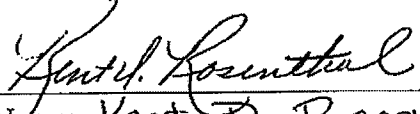
2. The Borrower and each of the Guarantors hereby confirm, notwithstanding the effectiveness of this Agreement, the obligations of the Borrower and each Guarantor under the Credit Agreement and each other Credit Document to which it is a party shall not be impaired, and each of the Credit Documents is, and shall continue to be, in full force and effect and is hereby confirmed and ratified in all respects.
3. This Agreement (a) shall be deemed to be a Credit Document; (b) embodies the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether express or implied; and (c) may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of a manually executed counterpart to this Agreement. Except as expressly set forth herein, no term or provision of the Credit Agreement is amended, modified or waived.
4. This Agreement shall become effective upon the receipt by the Administrative Agent of a duly executed counterpart hereof from each of the parties hereto.
5. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN NEW YORK.

*[Signature appears on the following page]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

ALLEN-VANGUARD CORPORATION, as  
Borrower

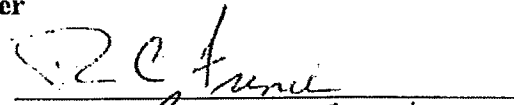
By:

  
Name: Kent D Rosenthal  
Title: Chief Financial Officer

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

ALLEN-VANGUARD CORPORATION, as  
Borrower

By:




Name: *Raymond French*

Title: *CEO*


**VANGUARD RESPONSE SYSTEMS (UK)  
LIMITED, as Guarantor**

By:

  
Name: David Luxton  
Title: Chairman

**P W ALLEN HOLDINGS LIMITED, as  
Guarantor**

By:

  
Name: David Luxton  
Title: Chairman.

**CONTEGO AV INVESTMENTS, LLC, as  
Guarantor**

By:

\_\_\_\_\_  
Name:  
Title:



**VANGUARD RESPONSE SYSTEMS (UK)  
LIMITED, as Guarantor**

By: \_\_\_\_\_

Name:

Title:

**P W ALLEN HOLDINGS LIMITED, as  
Guarantor**

By: \_\_\_\_\_

Name:

Title:

**CONTEGO AV INVESTMENTS, LLC, as  
Guarantor**

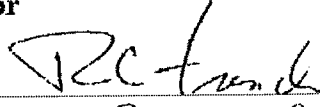
By: \_\_\_\_\_

Name: *Raymond C French,*

Title: *Authorized Person*

**CONTEGO AV LUXEMBOURG S.À R.L., as  
Guarantor**

By:



Name: *Raymond C French*

Title: *Authorized Person  
Class A Manager*

**ALLEN-VANGUARD THREAT  
SOLUTIONS LTD., as Guarantor**

By:

Name:

Title:

**ALLEN-VANGUARD INTERNATIONAL,  
LLC as Guarantor**

By:

Name:

Title:

**ALLEN-VANGUARD, LLC, as Guarantor**

By:



Name: *Raymond French*

Title: *Authorized Person*

By:

Name:

Title:

**CONTEGO AV LUXEMBOURG S.À R.L., as  
Guarantor**

By: \_\_\_\_\_  
Name:  
Title:

**ALLEN-VANGUARD THREAT  
SOLUTIONS LTD., as Guarantor**

By: M. Lawrence  
Name: M Lawrence  
Title: Director.

**ALLEN-VANGUARD INTERNATIONAL,  
LLC as Guarantor**

By: \_\_\_\_\_  
Name:  
Title:

**ALLEN-VANGUARD, LLC, as Guarantor**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**CONTEGO AV LUXEMBOURG S.À R.L., as  
Guarantor**

By: \_\_\_\_\_

Name:

Title:

**ALLEN-VANGUARD THREAT  
SOLUTIONS LTD., as Guarantor**

By: \_\_\_\_\_

Name:

Title:

**ALLEN-VANGUARD INTERNATIONAL,  
LLC as Guarantor**

By: *Kent D. Rosenthal*

Name: *Kent D. Rosenthal*

Title: *Chief Financial Officer*

**ALLEN-VANGUARD, LLC, as Guarantor**

By: \_\_\_\_\_

Name:

Title:

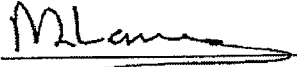
By: \_\_\_\_\_

Name:

Title:

ALLEN-VANGUARD LTD., as Guarantor

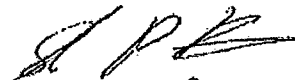
By:



Name: M. Lawrence

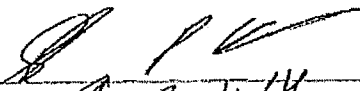
Title: Director

CFS ADMINISTRATIVE AGENCY  
CANADA CORP., as Administrative Agent

By:   
Name: Shawn P. Matthews  
Title: Chief Executive Officer

CANTOR FITZGERALD SECURITIES, as a  
Lender



By:   
Name: S. P. Math  
Title: CEO

CONTEGO AV FUNDING II, LLC, as a  
Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTEGO AV FUNDING II-A, LLC, as a  
Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

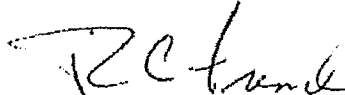
**CFS ADMINISTRATIVE AGENCY  
CANADA CORP., as Administrative Agent**

By: \_\_\_\_\_  
Name:  
Title:

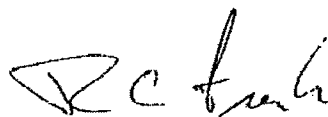
**CANTOR FITZGERALD SECURITIES, as a  
Lender**

By: \_\_\_\_\_  
Name:  
Title:

**CONTEGO AV FUNDING II, LLC, as a  
Lender**

By:   
Name: Raymond C French  
Title: Authorized Person

**CONTEGO AV FUNDING II-A, LLC, as a  
Lender**

By:   
Name: Raymond C French  
Title: Authorized Person